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## *Attorneys for Debtors and Reorganized Debtors*

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

In re:

## **PG&E CORPORATION,**

- and -

## **PACIFIC GAS AND ELECTRIC COMPANY,**

## **Debtors.**

- Affects PG&E Corporation
- Affects Pacific Gas and Electric Company
- Affects both Debtors

*\* All papers shall be filed in the Lead Case, No. 19-30088 (DM).*

Bankruptcy Case No. 19-30088 (DM)

Chapter 11

(Lead Case) (Jointly Administered)

**DECLARATION OF RENEE RECORDS IN  
SUPPORT OF REORGANIZED DEBTORS'  
ONE HUNDRED TWENTIETH OMNIBUS  
OBJECTION TO CLAIMS (NO LIABILITY  
CLAIMS)**

**Response Deadline:  
May 10, 2023, 4:00 p.m. (PT)**

#### **Hearing Information If Timely Response Made:**

Date: May 24, 2023

Time: 10:00 a.m. (Pacific Time)

Place: (Tele/Videoconference Appearances Only)  
United States Bankruptcy Court  
Courtroom 17, 16th Floor  
San Francisco, CA 94102

1       I, Renee Records, pursuant to section 1746 of title 28 of the United States Code, hereby declare  
2 under penalty of perjury that the following is true and correct to the best of my knowledge, information,  
3 and belief:

4       1.      I am the Claims Manager at Pacific Gas and Electric Company (the “**Utility**” or “**PG&E**,”  
5 and, with PG&E Corporation, the “**Debtors**,” or, as reorganized pursuant to the Plan, the “**Reorganized**  
6 **Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”). I submit this Declaration  
7 in support of the Reorganized Debtors’ One Hundred Twentieth Omnibus Objection to Claims (No  
8 Liability Claims) (the “**Omnibus Objection**”),<sup>1</sup> filed contemporaneously herewith.

9       2.      As part of my job duties, I manage, administer, and monitor third-party claims,  
10 investigations, and incidents for final determination of property damage, bodily injury, and business  
11 interruption. I oversee department caseload to ensure integrity and regulatory compliance. I develop  
12 and present key analysis and reporting to enterprise officers, operations managers, and clients regarding  
13 third-party incidents.

14       3.      Except as otherwise indicated herein, all facts set forth in this Declaration are based upon  
15 my personal knowledge, the knowledge of other PG&E personnel working under and alongside me on  
16 this matter, my discussions with the Reorganized Debtors’ various other advisors and counsel, and my  
17 review of relevant documents and information. If called upon to testify, I would testify competently to  
18 the facts set forth in this Declaration. I am authorized to submit this declaration on behalf of the  
19 Reorganized Debtors.

20       4.      The No Liability Claims are identified in the columns headed “Claims To Be Disallowed  
21 and Expunged” on **Exhibit 1** annexed to the Omnibus Objection. **Exhibit 1** was prepared by the  
22 AlixPartners, LLP (“**AlixPartners**”) team charged with the Bankruptcy Case Management component  
23 of AlixPartners’ assignment to assist the Reorganized Debtors from information provided by me, and I  
24 have reviewed them to confirm their accuracy. I am familiar with **Exhibit 1**, its contents, and the process  
25 under which it was prepared.

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<sup>1</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in  
28 the Omnibus Objection.

1       5. The No Liability Claims are identified on **Exhibit 1**, in the columns headed “Claims To  
2 Be Disallowed and Expunged.” **Exhibit 1** also specifically identifies in the “Basis for Objection” that  
3 the No Liability Claims are classified as one or more of the following:

4           a. **Barred by Statute of Limitations.** These Proofs of Claim fail to state a legal basis  
5 for recovery against the Reorganized Debtors because the underlying causes of action are barred by the  
6 applicable statute of limitations (the “**Barred by Statute of Limitations Claims**”). All of the Barred by  
7 Statute of Limitations Claims are governed by California law. Pursuant to section 350 of the California  
8 Code of Civil Procedure, an action is commenced when a complaint is filed. An action for injury to real  
9 or personal property must be commenced within three years, Cal. Code Civ. P. § 338(b)-(c), and actions  
10 for personal injury and wrongful death, respectively, must be commenced within two years. *Id.* at  
11 §§ 335.1 and 377.60. An action for relief on the ground of fraud has a three-year statute of limitations.  
12 *Id.* at § 338(d). Finally, any action upon a liability created by statute also must be brought within three  
13 years. *Id.* at § 338(a).

14           The Barred by Statute of Limitations Claims seek damages for injury to property or person,<sup>2</sup>  
15 fraud, or statutory violations.<sup>3</sup> However, in all cases the dates of the incidents alleged were more than  
16 three years before the Petition Date. Claimants did not commence any actions within the limitations  
17 period. Accordingly, under the applicable California statutes of limitations, the Claimants’ right to  
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19       <sup>2</sup> The other categories of damages (e.g. business loss, agricultural loss, economic and noneconomic  
20 damages) indicated on the Fire Victim Proof of Claim Form are all derivative of property damage  
and/or personal injury and are subject to the same statutes of limitations.

21       <sup>3</sup> Claim No. 72390, filed by Synergy Project Management, Inc., seeks damages arising from alleged  
22 fraud and statutory violations by PG&E relating to 2015 gas strikes in the course of excavation and  
23 utilities work in San Francisco. Under either theory, the statute of limitations ran in 2018. Synergy  
24 argues that its claim is not time-barred because the cause of action did not accrue until Synergy  
discovered the alleged fraud in December 2018. However, to invoke this discovery rule, a plaintiff  
25 must plead facts showing “(1) the time and manner of discovery and (2) the inability to have made  
earlier discovery despite reasonable diligence.” *Hopkins v. Dow Corning Corp.*, 33 F.3d 1116, 1120  
(9th Cir. 1994). In other words, plaintiff must affirmatively excuse its failure to discover the fraud  
26 within three years by showing that it had not been negligent in failing to make the discovery sooner nor  
had it had actual or presumptive knowledge of facts sufficient to put it on inquiry. *Bedolla v. Logan &*  
*Frazer* 52 Cal. App. 3d 118, 129 (1975). Synergy fails to satisfy this requirement because it does not  
27 make any showing, let alone a credible one, excusing its delay.  
28

1 bring each of the Barred by Statute of Limitations Claims against the Reorganized Debtors expired  
2 prior to the Petition Date. Therefore, the Reorganized Debtors are not liable for the Barred by Statute  
3 of Limitations Claims, and they should be disallowed and expunged.

4           b.     Amended and Superseded. The Reorganized Debtors seek to disallow and  
5 expunge Claim No. 59027 (the **Amended and Superseded Claim**”), filed on October 17, 2019 by  
6 Manuel Cord Jiminez-Padgett. Claim No. 106627 (the “**Surviving Claim**”), also filed by Mr. Jiminez-  
7 Padgett on October 29, 2020 in the same amount, states on its face that it amends the Amended and  
8 Superseded Claim. Accordingly, the Reorganized Debtors are not liable for the Amended and  
9 Superseded Claim. The Objection does not affect the Surviving Claim, which was settled on March 24,  
10 2021.

11           c.     Rule 2. Pacific Gas and Electric Company Tariff Electric Rule 2 (“**Rule 2**”) sets  
12 forth the general contours of the voltage provided to consumers. Rule 2(E) states that customers are  
13 responsible for furnishing, installing, inspecting, and keeping in good and safe condition, at their own  
14 risk and expense, all protective devices required to protect customers’ property. Rule 2(E) further  
15 provides that “PG&E shall not be responsible for any loss or damage occasioned or caused by the  
16 negligence, or wrongful act of the applicant or of any of his agents, employees or licensees in omitting,  
17 installing, maintaining, using, operating or interfering with any such protective devices.” The  
18 Reorganized Debtors seek to disallow and expunge one No Liability Claim that asserts amounts for  
19 damages caused to electronics (the “**Rule 2 Claim**”) by a power surge. The Reorganized Debtors are not  
20 liable for such damages under Rule 2, and therefore the Rule 2 Claim should be disallowed and expunged.

21           d.     No Liability Based on Investigation. These are Proofs of Claim for which the  
22 Reorganized Debtors conducted a thorough review and concluded that there was no basis for liability.  
23 The Reorganized Debtors’ review of each Proof of Claim consisted of (i) analysis of their books and  
24 records and any information submitted in connection with the Proofs of Claim, and (ii) investigation of  
25 the facts alleged by the Claimant. In each instance, the Reorganized Debtors discovered no basis for the

1 Claim and therefore determined that it was not valid. Furthermore, all but one<sup>4</sup> of these Claimants filed  
2 claims with PG&E's Law Claims Department in advance of the Petition Date. These claims were denied  
3 on the basis that PG&E was not liable for the alleged harm.<sup>5</sup>

4 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and  
5 correct to the best of my knowledge, information, and belief. Executed this thirteenth day of April,  
6 2023, in San Ramon, California.

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21 <sup>4</sup> Claim No. 2306, filed by David Mitchell, relates to alleged injuries incurred by Claimant on January  
22 25, 2018. Mr. Mitchell did not contact PG&E prior to filing his Proof of Claim on April 15, 2019.  
23 However, on January 24, 2020, he filed a complaint against PG&E in the Superior Court of California,  
24 Kern County (the "State Court Action"), in violation of the automatic stay. On April 27, 2021,  
PG&E filed a *Notice of Effective Date of Chapter 11 Plan and Imposition of Plan Injunction* in the  
State Court Action.

25 <sup>5</sup> Two of these Proofs of Claim, Nos. 2676 and 8599, both filed by or on behalf of "Hedger Rameriz,"  
26 are substantively identical to Claim No. 8584, filed by "Hedgar Ramirez." Claim No. 8584 was  
27 disallowed and expunged pursuant to the *Order Disallowing and Expunging Proofs of Claim Pursuant*  
*to Reorganized Debtors' Fortieth Omnibus Objection to Claims (No Liability / Passthrough Claims)*  
[Docket No. 9866] on the basis that the damage alleged had not been caused by PG&E.